

BellSouth Telecommunications, Inc.  
333 Commerce Street, Suite 2101  
Nashville, TN 37201-3300

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EXECUTIVE SECRETARY

June 22, 2001

**VIA HAND DELIVERY**

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

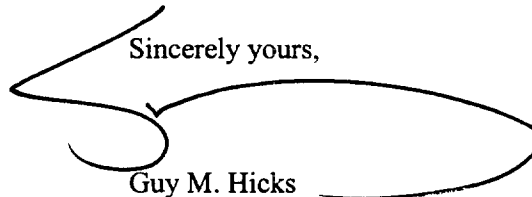
Re: *Approval of the Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and NOW Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*  
Docket No. ~~01-00419~~ 01-00549

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, NOW Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendment to the Resale Agreement. The Amendment terminates the First Tel Resale Agreement and establishes that all First Tel Accounts will be subject to the provisions of the NOW Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Larry Seab, NOW Communications, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of Amendment to the Resale Agreement Negotiated by BellSouth Telecommunications, Inc. and NOW Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 01-00419

**PETITION FOR APPROVAL OF AMENDMENT TO**  
**THE RESALE AGREEMENT NEGOTIATED BETWEEN**  
**BELLSOUTH TELECOMMUNICATIONS, INC.**  
**AND NOW COMMUNICATIONS, INC.**  
**PURSUANT TO THE**  
**TELECOMMUNICATIONS ACT OF 1996**

COME NOW, NOW Communications, Inc. ("NOW") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Resale Agreement dated August 1, 2000 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, NOW and BellSouth state the following:

1. NOW and BellSouth have successfully negotiated an agreement providing for the resale of BellSouth's telecommunications services to NOW. The Resale Agreement was approved by the Tennessee Regulatory Authority ("TRA") on November 21, 2000.
2. The parties have recently negotiated an amendment to the Resale Agreement which terminates the First Tel Resale Agreement and establishes that all First Tel Accounts will be subject to the provisions of the NOW Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.
3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, NOW and BellSouth are submitting their Amendment to the TRA for its consideration and approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between NOW and BellSouth within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. NOW and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

NOW and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 25<sup>th</sup> day of June, 2001.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.


By. 

Guy M. Hicks  
333 Commerce Street, Suite 2101  
Nashville, Tennessee 37201-3300  
(615) 214-6301  
Attorney for BellSouth

**CERTIFICATE OF SERVICE**

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Resale Agreement on the following via United States Mail on the 25 day of June, 2001:

Larry Seab  
NOW Communications, Inc.  
713 Country Place Drive  
Jackson, MS 39208



\_\_\_\_\_  
Guy M. Hicks

**Amendment to the Resale Agreement**  
**By and Between BellSouth Telecommunications, Inc.**  
**And**  
**NOW Communications, Inc.**  
**Dated August 1, 2000**

Pursuant to this Agreement, (the "Amendment"), NOW Communications, Inc. ("NOW"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 1, 2000 ("Agreement").

WHEREAS, BellSouth and NOW entered into an Interconnection Agreement on August 1, 2000, and;

WHEREAS, the Parties desire to amend the Agreement to incorporate all account of such entities under this Agreement, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The established First Tel account will be subject to the provisions of this Agreement. Such First Tel accounts shall retain the First Tel Operating Number (OCN).
2. Attachment 1 of this Amendment, statement of Assumption of Services and All Outstanding Indebtedness and Future Charges, as signed by authorized party of NOW, is hereby made an attachment to the Resale Agreement.
3. The Parties agree to terminate the standalone Resale Agreements for First Tel.
4. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by NOW prior to filing of the Agreement. The CLEC Louisiana Certification Number for NOW is TSP00115.
5. All of the other provisions of the Agreement, dated August 1, 2000, shall remain in full force and effect.
6. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**NOW Communications, Inc.**

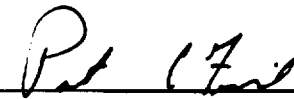
  
\_\_\_\_\_  
Signature

Larry Seab  
\_\_\_\_\_  
Printed Name

President/CEO  
\_\_\_\_\_  
Title

4/25/01  
\_\_\_\_\_  
Date

**BellSouth Telecommunications, Inc.**

  
\_\_\_\_\_  
Signature

Pat Finlen  
\_\_\_\_\_  
Printed Name

Managing Director  
\_\_\_\_\_  
Title

5/7/01  
\_\_\_\_\_  
Date

**STATEMENT OF ASSUMPTION OF SERVICES AND  
ALL OUTSTANDING INDEBTEDNESS AND FUTURE CHARGES**

For and in consideration of the mutual promises contained herein, BellSouth Telecommunications, Inc. ("BellSouth") and NOW COMMUNICATIONS, INC. ("NOW") agree as follows:

1. BellSouth agrees, pursuant to the terms of this Attachment to the Amendment to the Resale Agreement between BellSouth and NOW, assignee of First Tel to furnish telecommunications services to NOW pursuant to the terms of the Resale Agreement, as amended, or pursuant to BellSouth's tariffs.
2. NOW hereby assumes all obligations for services provided to First Tel under the Resale Agreement and agrees to pay BellSouth, upon demand, account security, applicable service ordering charges, future, current, past due and presently outstanding bills which are attributed to First Tel or NOW COMMUNICATIONS, INC. for such services pursuant to the applicable tariff or Resale Agreement.
4. NOW specifically agrees to pay all bills and charges incurred, as well as any and all charges incurred on the billing account numbers for First Tel
5. NOW specifically agrees to assume the unexpired portion of the minimum term, and any termination liability, applicable to such services.
6. The undersigned is a duly authorized representative of NOW and by the authority granted to the undersigned by First Tel is authorized to bind NOW to the terms and conditions contained herein.